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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

UNITED STATES OF AMERICA	:	**Criminal No.** 6:15CR00005-001
	:	
	:	**SEALED**
v.	:	**INDICTMENT**
	:	
	:	**In violation of:**
ROBERT SCOTT MATTINGLEY	:	**18 USC § 1343 and 2**
	:	**15 USC § 77q(a) and 77x**
Defendant	:	

INDICTMENT

INTRODUCTION

The Grand Jury charges that at all times material to this Indictment:

1. At all times relevant to this Indictment, the defendant, ROBERT SCOTT MATTINGLEY, was a resident of Forest, Virginia, which is within the Western District of Virginia. MATTINGLEY owned and operated Virginia Commercial Capital Corporation ("VCCC") out of his residence and held himself out as a mortgage broker.

2. Beginning at some point, just prior to August of 2008, and continuing through at least July of 2012, the exact dates being unknown to the Grand Jury, defendant ROBERT SCOTT MATTINGLEY devised, intended to devise, and executed a scheme to defraud persons located within the Western District of Virginia and elsewhere. Various means and methods were utilized to effectuate and conceal the scheme to defraud, including: providing false and fraudulent information, omitting material facts, and engaging in conduct the likely effect of which was to mislead and to conceal.

3. The scheme and artifice to defraud was directed towards individuals seeking commercial loans and investment opportunities. MATTINGLEY claimed that he was a broker

who was able to obtain loans for commercial ventures at very favorable terms. He agreed to obtain funding through VCCC, once the victim provided him a deposit. After receiving a victim's deposit, MATTINGLEY failed to obtain the loan promised. In some instances, MATTINGLEY requested an additional deposit, claiming that the lender required the additional funds.

4. MATTINGLEY also offered investment plans where invested funds would be used to secure a line of credit for purported clients. MATTINGLEY promised the investors the return of their invested funds, as well as a significant additional return. On May 25, 2012, a Consent Order was entered in which MATTINGLEY acknowledged the sale of an unregistered security in the State of Illinois. During the time of the offering MATTINGLEY was not registered to sell securities anywhere, including the Commonwealth of Virginia or the State of Illinois.

5. In order to lull the victims, and to prevent his fraudulent scheme from being discovered, MATTINGLEY made materially false representations and omitted material facts, regarding the status of each victim's loan and/or "investment". Specifically, MATTINGLEY listed "illness", "bank delay", "severe weather", or "too high an interest rate" as excuses as to why the settlement date and/or return of the deposit.

6. On several occasions, victims made repeated requests by emails and telephone calls for a refund of their deposit or "investment." MATTINGLEY failed to provide full refunds, despite his assurances that all deposits or "investments" were fully refundable when they were initially made. For example, MATTINGLEY sent text messages to victims RD and DD that their refund was "on the way." Instead of using the victims' funds as agreed, MATTINGLEY used the funds for personal use. MATTINGLEY's actions demonstrated a departure from the

fundamental principles of honesty, moral uprightness, fair play, and candid dealings as is common in the general life of the community.

COUNTS ONE THROUGH TEN
(Wire Fraud)

The Grand Jury re-alleges and incorporates by reference the allegations contained above in Paragraphs 1 through 6 of the Introduction of this Indictment as if fully set forth herein.

PURPOSE OF THE SCHEME OR ARTIFICE

It was the purpose of the scheme and artifice that the defendant would take the victims' proceeds through false pretenses, representations, and promises that the monies would be used for the benefit of the victims. However, MATTINGLEY used the victims' funds for his personal benefit.

EXECUTION OF THE SCHEME OR ARTIFICE

1. From on or about at least in or about March 2, 2008 to on or about at least November 20, 2012, in the Western District of Virginia, and elsewhere, the defendant, ROBERT SCOTT MATTINGLEY, did devise and intended to devise a scheme to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, knowing that the pretenses, representations, and promises were false and fraudulent when made.

2. RD and DD contacted the Defendant in December of 2008 to inquire about borrowing funds to purchase three apartment complexes. MATTINGLEY told them he would be able to provide funding through VCCC and all that was required was a 2% deposit in the amount of $95,150. RD and DD paid the deposit at the following dates and in the following amounts: a check in the amount of $7,500 on December 22, 2008; $50,000 in cash on April 9, 2009; and a cashier's check in the amount of $45,150 on May 21, 2009. Although MATTINGLEY told RD

and DD that their loan was approved, the closing date was continually postponed. When asked about the loan, MATTINGLEY claimed he had a non-disclosure agreement with the lender, which prevented him from releasing the lender's name and other information. Eventually RD and DD requested a refund of the deposit and were told it would be forthcoming. RD and DD received numerous text messages from MATTINGLEY regarding their refund. Those messages included the refund was "on the way" and watch their bank account for a "wire." No refund was ever received.

3. SM, a resident of Columbus, Ohio, first contacted MATTINGLEY in late 2008 or January of 2009 to obtain a business loan. MATTINGLEY required a payment of $25,000 in order to close the loan in seven days. SM caused $25,000 to be wired to MATTINGLEY. MATTINGLEY contacted SM claiming an additional $15,000 was needed to fund the loan. SM caused $15,000 to be wired to MATTINGLEY. When SM contacted the Defendant inquiring about the closing timeframe, MATTINGLEY requested another $10,000. The closing never took place despite numerous telephone calls and emails from SM requesting loan information. When pressed, MATTINGLEY stated that he would give SM $100,000 to "get him through" until the loan closed, but this money was never received by SM. SM did receive $11,500 consisting of six wire transfers between July 13, 2009 and November 12, 2009.

4. BH contacted VCCC on or about July 1, 2009, to obtain a business loan. MATTINGLEY told BH that the loan approval process would take two to five business days and a fully refundable deposit of $15,000 was required. BH provided MATTINGLEY a $15,000 cashier's check on or about July 2, 2009. After two weeks, BH asked about the loan and was told the lender needed another $15,000, which BH did not provide. When pressed about the refund, BH was told by MATTINGLEY in September of 2009, that the refund was being

processed by the lender and he should receive it in thirty or forty-five days. After filing a Warrant-in-Debt, MATTINGLEY paid back $7,500 in two payments. The check for the third payment was returned for insufficient funds.

USE OF THE WIRES

5. From at least January of 2009 through at least July of 2012, in the Western District of Virginia and elsewhere, and for the purpose of executing the scheme and artifice to defraud as described above, and attempting to do so, ROBERT SCOTT MATTINGLEY caused to be transmitted by means of wire communication in interstate commerce, certain writings, signs, signals, pictures, and sounds including those listed below:

COUNT(S)	DATE	DESCRIPTION
ONE	March 31, 2010	Wire transfer $30,000 by JR to secure a loan to build housing for veterans
TWO	August 4, 2011	$4,500 wire transfer by KPI to MATTINGLEY to obtain a loan for the purchase of a night club in Orlando, Florida
THREE	August 10, 2010	$10,000 and $6,000 wire transfers from Illinois, by GM, to MATTINGLEY, who told GM he would repay GM the initial $16,000 "investment" plus an additional $24,000 return on August 11, 2010.
FOUR	November 23, 2010	$2,000 and $1,500 wire transfers from Church Point, Louisiana, to MATTINGLEY by HV to arrange a business line of credit.
FIVE	November 30, 2010	$1,500 wire transfer by HV from Church Point, Louisiana, to MATTINGLEY to secure a business line of credit.
SIX	October 11, 2011	Three wire transfers from KPI totaling $10,000, in the amounts of $3,000, $3,500 and $3,500
SEVEN	July 25, 2011	Lulling email from MATTINGLEY regarding KPI loan stating "the wire for Vain is in process through International channels and should b=e in your account within the next few hours or tomorrow"
EIGHT	December 19, 2011	$12,920 wire transfer from Southlake, Texas, including $7,460 provided by RP, as required by a VCCC Deposit Agreement to commence the commercial loan process.
NINE	September 6, 2011	$8,000 wire transfer by KPI to the Virginia Commercial account at First National Bank

TEN	November 7, 2010 through June 4, 2012	Lulling text messages to victim BD. The messages included statements that the lender had "rescheduled to today he had the flu not at work at taking calls" and "I git a call from associate.saying to redo tomorrow which is tidy at 1:30 I sent u a text".

6. All in violation of Title 18, United States Code, Section 1343 and 2.

COUNT ELEVEN
(Securities Fraud)

1. The Grand Jury re-alleges and incorporates by reference the allegations contained above in Paragraphs 1 through 6 of the Introduction of this Indictment as if fully set forth herein.

2. On or about August 10, 2010, within the Western District of Virginia and elsewhere, defendant ROBERT SCOTT MATTINGLEY, willfully and knowingly, in the offer and sold an investment plan, by the use of the means and instruments of transportation and communication in interstate commerce and by the use of the mails, directly and indirectly: (a) employed a device, scheme, and artifice to defraud; (b) obtained money by means of untrue statements of material fact and omissions to state material facts necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading; and, (c) engaged in transactions, practices, and courses of business which operated or would have operated as a fraud and deceit upon investors, to wit:

> based on the materially false statements and representations of MATTINGLEY, offered and sold an investment plan to GM, a resident of the State of Illinois, in the amount of $24,000. The Invested funds were to be used to secure a line of credit for a client and would result in the return of the investment and a significant financial return.

3. All in violation of Title 15, United States Code, Sections 77q(a) and 77x.

A TRUE BILL this 2 day of April ____, 2015.

s/Grand Jury Foreperson
FOREPERSON

C. Patrick Hogeboom III for
ANTHONY P. GIORNO
ACTING UNITED STATES ATTORNEY